

State: District of Columbia **First Filing Company:** The Cincinnati Casualty Company, ...
TOI/Sub-TOI: 11.0 Med Mal-Claims Made and Occurrence/11.0000 Med Mal Sub-TOI Combinations
Product Name: Division Seven - Professional Liability
Project Name/Number: /C PRO 34199

Filing at a Glance

Companies: The Cincinnati Casualty Company
The Cincinnati Indemnity Company
The Cincinnati Insurance Company

Product Name: Division Seven - Professional Liability

State: District of Columbia

TOI: 11.0 Med Mal-Claims Made and Occurrence

Sub-TOI: 11.0000 Med Mal Sub-TOI Combinations

Filing Type: Form

Date Submitted: 12/16/2019

SERFF Tr Num: CNNA-132169135

SERFF Status: Assigned

State Tr Num:

State Status:

Co Tr Num: CQD-PRO-19-4011-DC

Effective Date 05/01/2020

Requested (New):

Effective Date 05/01/2020

Requested (Renewal):

Author(s): Jean Sterwerf, Cindy Traurig, Sharon Bowman, Tia Wells, Mona Helton, Suzanne Maringer,
Debbie Baum, Terry Stewart, Danielle Johnson

Reviewer(s): Colin Johnson (primary), RaShaunda Benson

Disposition Date:

Disposition Status:

Effective Date (New):

Effective Date (Renewal):

State: District of Columbia **First Filing Company:** The Cincinnati Casualty Company, ...
TOI/Sub-TOI: 11.0 Med Mal-Claims Made and Occurrence/11.0000 Med Mal Sub-TOI Combinations
Product Name: Division Seven - Professional Liability
Project Name/Number: /C PRO 34199

General Information

Project Name: Status of Filing in Domicile: Authorized
Project Number: C PRO 34199 Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 12/17/2019
State Status Changed: Deemer Date:
Created By: Mona Helton Submitted By: Mona Helton
Corresponding Filing Tracking Number:

Filing Description:

In compliance with the insurance laws and regulations of your jurisdiction, we respectfully submit this filing for your review.

We are amending four (4) existing forms and introducing four (4) new forms for our Social Services Professional program per the below. In supporting documents we have attached form comparison copies.

Amending forms: PA139, PA218, PA219, and PA258:

1) SOCIAL SERVICES PROFESSIONAL LIABILITY CLAIMS-MADE COVERAGE FORM PA139- Under Section V - Definitions, in the paragraph below 15.b.(2), the reference to Paragraph 13.b.(1) or (2) is amended to Paragraph 15.b.(1) or (2).

2) DEPARTMENT OF PROFESSIONAL REGULATION (DPR) INVESTIGATIONS AND LICENSING BOARD DEFENSE COVERAGE PA218- Amended the form title to include And Licensing Board Defense.

Deleted the Each Investigation limit of \$25,000. Amended the Aggregate limit to read Aggregate Expense Limit.

Amended A.1. to include an additional Insuring Agreement for e. Licensing Board Defense coverage.

A.2. Exclusions is amended to include "defense expenses" and to clarify that exclusion b. applies only to Department of Professional Regulation (DPR) Investigations.

Amended B.1.b. and c. to include "disciplinary proceedings".

Deleted previous item B.2. entirely.

B.3. is renumbered 2. Amended Aggregate Limit to Aggregate Expense Limit. Added or the most we will pay for the sum of "defense expenses" under 1.e. Licensing Board Defense for all "disciplinary proceedings".

Added paragraph below B.2., which applies to all of B., that the Limits of Insurance apply separately to the Insuring Agreements in Section I - Coverage

C. The Condition is amended to read Investigation or Disciplinary Proceeding and to include the defined term "disciplinary proceeding".

D. is amended to include definitions 21. "Defense expenses" and 22. "Disciplinary proceedings". "Investigation expenses" is numbered 23.

A sentence is added at the end of the form that reads All other terms and conditions of this Coverage Part remain unchanged.

3) DEPARTMENT OF PROFESSIONAL REGULATION (DPR) INVESTIGATIONS AND LICENSING BOARD DEFENSE COVERAGE PA219-Amended the form title to include And Licensing Board Defense.

Deleted the Each Investigation limit of \$25,000. Amended the Aggregate limit to read Aggregate Expense Limit.

Amended A.1. to include an additional Insuring Agreement for d. Licensing Board Defense coverage.

A.2. Exclusions is amended to include "defense expenses" and to clarify that exclusion b. applies only to Department of Professional Regulation (DPR) Investigations.

State: District of Columbia **First Filing Company:** The Cincinnati Casualty Company, ...
TOI/Sub-TOI: 11.0 Med Mal-Claims Made and Occurrence/11.0000 Med Mal Sub-TOI Combinations
Product Name: Division Seven - Professional Liability
Project Name/Number: /C PRO 34199

Amended B.1.b. and c. to include "disciplinary proceedings".

B.2. and 3. are merged together as item 2. The Each Investigation Limit is removed and replaced with the Aggregate Expense Limit. Added and the most we will pay for the sum of "defense expenses" under 1.d. Licensing Board Defense for all "disciplinary proceedings".

Added paragraph below B.2., which applies to all of B., that the Limits of Insurance apply separately to the Insuring Agreements in Section I - Coverage.

C. The Condition is amended to read Investigation or Disciplinary Proceeding and to include the defined term "disciplinary proceeding".

D. is amended to include definitions 19. "Defense expenses" and 20. "Disciplinary proceedings". "Investigation expenses" is numbered 21.

A sentence is added at the end of the form that reads All other terms and conditions of this Coverage Part remain unchanged.

4) PATIENT INFORMATION PRIVACY INCIDENT COVERAGE PA258- Under item D. within the definition of "Information privacy incident", professional health care services is amended to "professional services". "Professional services" is a defined term. Professional health care services is not a defined term.

New Forms Introduced - PA270, PA271, PA337, and PA338:

PATIENT INFORMATION PRIVACY INCIDENT COVERAGE PA270-Introducing a new coverage form for Social Services Professional Liability which provides \$100,000 in "defense expenses" and "damages" you are legally obligated to pay for an "information privacy incident".

PATIENT INFORMATION PRIVACY INCIDENT COVERAGE PA271-Introducing a new coverage form for Social Services Professional Liability Claims-Made which provides \$100,000 in "defense expenses" and "damages" you are legally obligated to pay for an "information privacy incident".

EXCLUSION - SCHEDULED MEDICAL PROFESSIONALS WITH VICARIOUS LIABILITY PA337-Introducing a new form which amends the Who is an Insured Section for scheduled medical professionals with vicarious liability, adds a definition for "professional health care services" and adds or replaces the Miscellaneous Professional exclusion

CLINIC ENDORSEMENT - PREGNANCY CENTER PA338-Introducing a new form which amends the medical facility exclusion.

We will continue to use our currently filed and approved cancellation and nonrenewal form. Reference copies are attached for your review.

Please see the Form's Track Comparison showing the changes to the forms in the Supporting Documentation folder. Also, final copies are attached for your review in the Form Schedule.

Your approval is respectfully requested for use on policies effective on or after May 1, 2020.

Company and Contact

Filing Contact Information

Mona Helton, AINS, CPIW, Forms and Rate mona_helton@cinfin.com
Analyst II
PO Box 145496 513-870-2596 [Phone]
Cincinnati, OH 45250-5496 513-881-8885 [FAX]

State: District of Columbia **First Filing Company:** The Cincinnati Casualty Company, ...
TOI/Sub-TOI: 11.0 Med Mal-Claims Made and Occurrence/11.0000 Med Mal Sub-TOI Combinations
Product Name: Division Seven - Professional Liability
Project Name/Number: /C PRO 34199

Filing Company Information

The Cincinnati Casualty Company	CoCode: 28665	State of Domicile: Ohio
6200 S. Gilmore Road	Group Code: 244	Company Type:
Fairfield, OH 45014	Group Name: Cincinnati Fin Grp	State ID Number:
(513) 870-2000 ext. [Phone]	FEIN Number: 31-0826946	

The Cincinnati Indemnity Company	CoCode: 23280	State of Domicile: Ohio
6200 S. Gilmore Road	Group Code: 244	Company Type:
Fairfield, OH 45014	Group Name: Cincinnati Fin Grp	State ID Number:
(513) 870-2000 ext. [Phone]	FEIN Number: 31-1241230	

The Cincinnati Insurance Company	CoCode: 10677	State of Domicile: Ohio
6200 S. Gilmore Road	Group Code: 244	Company Type:
Fairfield, OH 45014	Group Name: Cincinnati Fin Grp	State ID Number:
(513) 870-2000 ext. [Phone]	FEIN Number: 31-0542366	

Filing Fees

Fee Required?	No
Retaliatory?	No
Fee Explanation:	

State: District of Columbia

First Filing Company:

The Cincinnati Casualty Company, ...

TOI/Sub-TOI: 11.0 Med Mal-Claims Made and Occurrence/11.0000 Med Mal Sub-TOI Combinations

Product Name: Division Seven - Professional Liability

Project Name/Number: /C PRO 34199

Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
1		SOCIAL SERVICES PROFESSIONAL LIABILITY CLAIMS-MADE COVERAGE FORM	PA 139	04 19	PCF	Replaced	Previous Filing Number:	CNNA-131265802		PA139 0419-090219a8802ede0f.pdf
							Replaced Form Number:	PA 139 09 17		
2		DEPARTMENT OF PROFESSIONAL REGULATION (DPR) INVESTIGATIONS AND LICENSING BOARD DEFENSE COVERAGE	PA 218	04 19	END	Replaced	Previous Filing Number:	CNNA-128985618		PA218 0419-090219a8802edf3d.pdf
							Replaced Form Number:	PA 218 07 12		
3		DEPARTMENT OF PROFESSIONAL REGULATION (DPR) INVESTIGATIONS AND LICENSING BOARD DEFENSE COVERAGE	PA 219	04 19	END	Replaced	Previous Filing Number:	CNNA-128985618		PA219 0419-090219a8802f1248.pdf
							Replaced Form Number:	PA 219 07 12		
4		PATIENT INFORMATION PRIVACY INCIDENT COVERAGE	PA 258	04 19	END	Replaced	Previous Filing Number:	CNNA-131265802		PA258 0419-090219a8802ee091.pdf
							Replaced Form Number:	PA 258 09 17		
5		PATIENT INFORMATION PRIVACY INCIDENT COVERAGE	PA 270	04 19	END	New				PA270 0419-090219a8802ee129.pdf
6		PATIENT INFORMATION PRIVACY INCIDENT COVERAGE	PA 271	04 19	END	New				PA271 0419-090219a8802ee392.pdf
7		EXCLUSION - SCHEDULED MEDICAL PROFESSIONALS WITH VICARIOUS LIABILITY	PA 337	04 19	END	New				PA337 0419-090219a8802f160a.pdf
8		CLINIC ENDORSEMENT - PREGNANCY CENTER	PA 338	04 19	END	New				PA338 0419-090219a8802ee93c.pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate

State:	District of Columbia	First Filing Company:	The Cincinnati Casualty Company, ...
TOI/Sub-TOI:	11.0 Med Mal-Claims Made and Occurrence/11.0000 Med Mal Sub-TOI Combinations		
Product Name:	Division Seven - Professional Liability		
Project Name/Number:	/C PRO 34199		

CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

NOTICE: THIS INSURANCE COVERAGE CONTAINS CLAIMS MADE COVERAGE. EXCEPT AS MAY BE OTHERWISE PROVIDED HEREIN, THIS INSURANCE IS LIMITED TO INJURY ARISING FROM A "PROFESSIONAL INCIDENT" FOR WHICH "CLAIMS" ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. PLEASE READ AND REVIEW THIS INSURANCE CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR AGENT.

SOCIAL SERVICES PROFESSIONAL LIABILITY CLAIMS-MADE COVERAGE FORM

TABLE OF CONTENTS

Coverage Part Provision:	Begins on Page:
Preamble.....	3
SECTION I - COVERAGE.....	3
1. Insuring Agreement.....	3
2. Exclusions.....	3
a. Abuse or Molestation	3
b. Aircraft, Auto or Watercraft.....	3
c. Asbestos	3
d. Contractual Liability	3
e. Discrimination	4
f. Dishonest, Criminal or Malicious Acts	4
g. Drugs and Medical Supplies	4
h. Electronic Data	4
i. Employer's Liability	4
j. Employment-Related Practices	4
k. Infringement of Intellectual Property Rights	4
l. Insured Versus Insured	4
m. Medical Facility	4
n. Miscellaneous Professional	4
o. Nuclear	5
p. Other Operations	5
q. Pollutant.....	5
r. Pollutant-Related	5
s. Prior Known Incidents.....	5
t. Professional Board or Committee.....	5
u. Psychiatrist.....	5
v. Violation of an Antitrust Law	5
w. War	5
x. Workers' Compensation and Similar Laws	6
3. Supplementary Payments	6
SECTION II - WHO IS AN INSURED.....	6
SECTION III - LIMITS OF INSURANCE.....	7
SECTION IV - CONDITIONS	7
1. Bankruptcy.....	7
2. Duties of the Insureds in the Event of a Claim	7
3. Governmental Immunity	7
4. Legal Action Against Us.....	7
5. Mediation and Allocation	7
6. Multi-Year Policies.....	8
7. Other Insurance	8
8. Premium Audit.....	8
9. Separation of Insureds.....	8

TABLE OF CONTENTS (Cont'd)

Coverage Part Provision:	Begins on Page:
10. Transfer of Rights of Recovery Against Others to Us	8
11. Two or More Coverage Forms or Policies Issued by Us	8
12. Representations	9
13. When We Do Not Renew	9
SECTION V - DEFINITIONS	9
1. "Claim"	9
2. "Client"	9
3. "Coverage term"	9
4. "Coverage territory"	9
5. "Damages"	9
6. "Electronic data"	9
7. "Employee"	9
8. "Executive officer"	9
9. "Independent Contractor"	9
10. "Leased worker"	9
11. "Loss"	9
12. "Medical clinic"	10
13. "Physician"	10
14. "Pollutant"	10
15. "Professional incident"	10
16. "Professional services"	10
17. "Suit"	10
18. "Temporary worker"	10
19. "Volunteer worker"	10
20. "Workplace"	10
SECTION VI - EXTENDED REPORTING PERIODS	10

SOCIAL SERVICES PROFESSIONAL LIABILITY CLAIMS-MADE COVERAGE FORM

Various provisions in this Coverage Part restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and what is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERAGE

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as "damages" due to injury caused by a "professional incident". We will have the right and duty to defend the insured against any "claim" seeking those "damages". However, we will have no duty to defend the insured against any "claim" seeking "damages" to which this insurance does not apply. We may at our discretion, investigate any "professional incident" and negotiate the settlement of any "claim" that may result. But:

- (1) The amount we will pay for "damages" is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- (2) We will not settle or compromise any "claim" without the insured's written consent; and
- (3) Our right and duty to defend ends when we have used the applicable limit of insurance in the payment of a "loss".

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGE, Paragraph 3. Supplementary Payments**.

- b. This insurance applies to "claims" covered hereunder only if:
- (1) The injury is caused by a "professional incident" that takes place in the "coverage territory";

- (2) The "professional incident" takes place on or after the Retroactive Date, if any, shown in the Declarations and prior to the termination of this Coverage Part; and

- (3) The "claim" is first made against any insured in accordance with Paragraph 1.c. below during the policy period or an Extended Reporting Period we may provide under **SECTION VI - EXTENDED REPORTING PERIODS**.

- c. A "claim" for all "loss" because of an injury caused by a "professional incident" will be deemed to have been made at the earlier of the following times:

- (1) When an insured reports to us or another insurer in writing an incident or circumstance that may lead to a "claim"; or
- (2) When notice of such "claim" is received in writing by an insured or by us, whichever comes first.

2. Exclusions

This insurance does not apply to:

a. Abuse or Molestation

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual, alleged or threatened abuse or molestation of any person.

b. Aircraft, Auto or Watercraft

Injury arising out of the ownership, maintenance, operation, use, entrustment, loading or unloading of any motor vehicle, trailer, watercraft, or aircraft.

c. Asbestos

Injury arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

d. Contractual Liability

Any liability for which the insured is obligated to pay "damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "damages" that the insured would have in the absence of the contract or agreement.

e. Discrimination

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving discrimination, based on race, color, religion, sex, age, national origin, creed, disability, marital status or sexual preference.

f. Dishonest, Criminal or Malicious Acts

Acts, errors or omissions of any insured that are dishonest, criminal or malicious.

g. Drugs and Medical Supplies

Any "claim" arising out of, directly or indirectly resulting from or in consequence of the failure to prescribe or the prescription, utilization, furnishing, or dispensing of drugs or medical, dental, or nursing supplies or appliances, except as directed by a "physician", physician assistant, nurse, or a psychologist as permitted under state law, and in the normal practice as a human services organization provider.

h. Electronic Data

"Damages" arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

i. Employer's Liability

Injury to:

- (1) An "employee" of the insured sustained in the "workplace";
- (2) An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or
- (3) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraphs (1) or (2) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

j. Employment-Related Practices

Injury to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;

- (b) Termination of that person's employment; or

- (c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of injury to that person at whom any of the employment-related practices described in Paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

k. Infringement of Intellectual Property Rights

Any liability arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

l. Insured Versus Insured

Any "claim" made or brought by any insured against any other insured.

m. Medical Facility

Any "claim" arising out of the operation of any hospital, sanatorium, "medical clinic", or any other medical facility or laboratory.

n. Miscellaneous Professional

Any "claim" arising out of the furnishing or failure to furnish "professional services" by an attorney, architect, engineer, accountant, real estate or investment manager, "physician", dentist, anesthesiologist, nurse anesthetist, nurse midwife, x-ray therapist, radiologist, chiropractor, optometrist, or veterinarian.

However, with respect to you and your "employees" only, this exclusion does not apply to services performed by a "physician", dentist, or optometrist, provided that all of the following conditions are met:

- a. Such professional is not your "employee" or "volunteer worker"; and

- b. You have written confirmation of malpractice insurance covering such professional with limits of at least \$1,000,000 for each instance of malpractice.
- o. Nuclear**
- Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the hazardous properties, including radioactive, toxic or explosive properties, of any nuclear material. Nuclear material means any source material, special nuclear material, or by-product materials as those terms are defined under the Atomic Energy Act of 1954 or any amendments thereto.
- p. Other Operations**
- The ownership, maintenance, use or repair of any property, or the conduct of any business enterprise that is wholly or partly owned, operated, or managed by any insured either individually or as executor, administrator, trustee, receiver, or in any other fiduciary capacity.
- q. Pollutant**
- Injury arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time.
- r. Pollutant-Related**
- Any loss, cost or expense arising out of any:
- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- s. Prior Known Incidents**
- Any "claim" based upon, arising out of, or as a consequence of, any actual or alleged "professional incident" committed, attempted, or allegedly committed or attempted prior to the effective date of this Coverage Part if:
- (1) Notice of a "claim" or circumstances which may lead to a "claim" have been reported under any previous policy, whether or not coverage applied, of which this Coverage Part is a renewal or replacement or which it may succeed in time; or
 - (2) The insured knew or should have reasonably foreseen, prior to the effective date of the first consecutive Coverage Part issued by us, that such circumstances might be the basis of a "claim" or
 - (3) Notice of a "claim" or circumstances which may lead to a "claim" is based upon, arises out of, directly or indirectly results from or as a consequence of, or in any way involves any prior or pending litigation, arbitration or administrative action as of the effective date of the first consecutive Coverage Part issued to the insured by us.
- t. Professional Board or Committee**
- Any "claim" arising out of membership in a formal accreditation or similar professional board or committee or any hospital or professional society.
- u. Psychiatrist**
- Any "claim" arising out of the "professional services" of any psychiatrist. However, with respect to you only, this exclusion does not apply to services performed by a psychiatrist if you have written confirmation of malpractice insurance covering such individual with limits of at least \$1,000,000 for each instance of malpractice.
- v. Violation of an Antitrust Law**
- Any "claim" arising out of the violation of an antitrust law.
- w. War**
- Injury, however caused, arising, directly or indirectly, out of:
- (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

x. Workers' Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

3. Supplementary Payments

We will pay, with respect to any "claim" we investigate, settle, or defend:

- a. All expenses we incur.
- b. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim", including actual loss of earnings up to \$750 per day because of time off from work.
- c. The cost of any appeal bond, attachment bond, or any similar bond, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- e. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable limit of insurance. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest that is based on the period of time after the offer.
- f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. The Named Insured listed in the Declarations is an insured.
2. Each of the following is also an insured, but only with respect to the conduct of your organization and arising out of their duties related to the conduct thereof:
 - a. If you are organized as:
 - (1) A sole proprietorship, you and your spouse;
 - (2) A partnership or joint venture, your members or partners;

(3) A limited liability company, your members and managers.; or

(4) An organization other than a partnership, joint venture or limited liability company, your:

(a) "Executive officers" and directors; and

(b) Stockholders, but only with respect to their liability as stockholders,

but only for the negligent acts, errors or omissions of others. However, none of the foregoing are insureds with respect to "professional services" they furnish.

b. The legal representative of an insured who dies is an insured, but only with respect to their duties as such. That representative will have all of the rights and duties of the deceased insured under this Coverage Part.

c. Your "volunteer worker", student in training, "independent contractor", or "employee".

However, no "employee" or "independent contractor" is an insured for injury or damage:

(1) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your organization;

(2) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph c.(1) above; or

(3) For which there is any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury described in Paragraphs c.(1) or (2) above.

d. Your medical director, if they do not otherwise qualify as an "employee" or "volunteer worker".

However, your medical director is not an insured with respect to liability arising from their treatment, or consultation on the treatment, of individual persons.

3. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance

available to that organization. However coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Social Services Professional Liability Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made or "suits" brought; or
 - c. Persons or organizations making "claims" or bringing "suits".
2. The Aggregate Limit is the most we will pay for all "loss" to which this insurance applies.
3. The Each Professional Incident Limit is the most we will pay for all "loss" arising out of any one "professional incident".
4. Any "claim" which is made or maintained as a class action or other multiple plaintiff "suit" shall be deemed to arise from one "professional incident" and shall be subject to the Each Professional Incident Limit of Insurance shown in the Social Services Professional Liability Declarations.
5. In the event this Coverage Part is extended in accordance with the provisions of the Basic Extended Reporting Period, our total liability shall not exceed the Aggregate Limit shown in the Social Services Professional Liability Declarations for the last "coverage term" in which coverage is provided hereunder.

The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

SECTION IV - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties of the Insured in the Event of a Claim

As a condition precedent to coverage under this Coverage Part:

- a. You shall give us written notice as soon as practicable of any "claim" made against an insured for injury caused by a "professional incident" and shall give such

information and cooperation as we may reasonably require, including but not limited to a description of the "claim", the nature of the alleged "professional incident", the nature of the alleged injury, the names of the claimants, and the manner in which you first became made aware of the "claim".

- b. You shall provide us with all information, assistance and cooperation which we reasonably request and agree that in the event of a "claim" you will do nothing that may prejudice our position or our potential or actual rights of recovery.
- c. You shall not settle any "claim", incur any expense or otherwise assume any contractual obligation or admit any liability with respect to any "claim" without our written consent, which shall not be unreasonably withheld. We shall not be liable for any settlement, expense, assumed obligation or admission to which we have not consented.

3. Governmental Immunity

If you are a public institution, you may be entitled to Governmental Immunity. This Coverage Part does not constitute a waiver of any charitable or governmental immunity to which you are entitled.

4. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b. To sue us under this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on final judgment against an insured obtained after an actual trial; but we will not be liable for "damages" that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Mediation and Allocation

- a. Any dispute including but not limited to tort claims or contract claims between an insured and us arising out of or relating to this Coverage Part shall be submitted to mediation prior to commencement of an action between the parties. The mediator shall be chosen by agreement. If the par-

ties cannot agree upon a mediator, the mediator shall be chosen by the American Arbitration Association.

- b. If both "loss" covered by this Coverage Part and loss not covered by this Coverage Part are incurred, either because a "claim" against an insured includes both covered and uncovered matters or because a "claim" is made against both an insured and others, we and the insured shall use our best efforts to agree upon a fair and proper allocation of such amount between covered "loss" and uncovered loss.
- c. If we and the insured cannot agree as to matters in Paragraph **b.** of this condition prior to a judgment or finding in the civil or administrative proceeding dealing with "claims" against the insured, then such matters shall be included in the civil or administrative proceeding by submitting special interrogatories to the finder of fact in such proceedings. We will not be required to become a party to such civil or administrative proceedings.
- d. Notwithstanding Paragraph **c.** of this condition, if we and the insured cannot agree as to matters in Paragraph **b.** of this condition prior to a judgment or finding in any civil or administrative proceeding in which such issues are decided, we may at any time before or after mediation under Paragraph **a.** of this condition settle all "claims" against any or all insureds. Following such settlement, any dispute between us and the insured as to the proper allocation of covered and uncovered matters under Paragraph **b.** of this condition shall be submitted to mediation prior to the commencement of an action between the parties. In any event, only one mediation as to the same issues shall be required.

6. Multi-Year Policies

If this Coverage Part is issued for more than one year, the premium shall be computed annually based on our rates or premiums in effect at each anniversary.

7. Other Insurance

This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

8. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If:

- (1) The earned premium is less than the deposit premium, we will return the excess to the first Named Insured; or
- (2) The earned premium is greater than the deposit premium, the difference will be due and payable to us by the first Named Insured upon notice from us.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

9. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a "claim" is made.

10. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

11. Two or More Coverage Forms or Policies Issued by Us

If this Coverage Part or any other Coverage Form, Coverage Part or policy issued to you by us or any company affiliated with us apply to the same act, error or omission, the aggregate maximum Limit of Insurance under all the Coverage Forms, Coverage Parts or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form, Coverage Part or policy. This condition does not apply to any Coverage Form, Coverage Part or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Part.

12. Representations

By accepting this Coverage Part:

- a. The insureds agree that the application is attached to and forms a part of this Coverage Form;
- b. Each and every person who accepts the benefits of coverage as an insured agrees:
 - (1) That the statements are the insured's agreements and representations; and
 - (2) That the statements are accurate and complete; and
 - (3) That the policy is issued and continued on the reliance upon the truth of those representations.

13. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Claim" means a written demand for "damages", and includes a "suit".
2. "Client" means a person or organization served by or utilizing the services of your organization or served by or utilizing the services of your "independent contractor" when that "independent contractor" is performing duties on your behalf for the "client".
3. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:
 - a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:
 - (1) The day the policy period shown in the Declarations ends; or
 - (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.
 - b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".
4. "Coverage territory" means anywhere in the world, provided the original "claim" is brought within the United States of America, its territories or possessions, Puerto Rico or Canada.
5. "Damages" means all compensatory monetary damages, including damages for death, which are payable because of injury to which this Coverage Part applies.

However, "damages" shall not include civil or criminal fines or penalties imposed by law, punitive or exemplary damages, the multiplied portion of multiplied damages, any amount for which an insured is not financially liable, or any award that is uninsurable under the law governing this Coverage Part
6. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
7. "Employee" includes a "leased worker". "Employee" also includes a "temporary worker".
8. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
9. "Independent contractor" means a social service professional who you do not classify as an "employee", and to whom you refer "clients" or who provide services to your "clients" on your behalf. An independent contractor does not include those performing construction, weatherization, maintenance and related services.
10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".
11. "Loss" means the total amount of "damages" which the insured becomes legally obligated to pay on account of any "claim" for injury caused by a "professional incident" with respect to which coverage hereunder applies, including "damages", judgments and settlements.

12. "Medical clinic" means any medical facility open to the general public. A medical clinic does not include facilities operated solely for the treatment of your "clients", for whom you provide "professional services".

13. "Physician" does not include your medical director for acts or omissions related to the conduct of your organization.

14. "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:

- a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
- b. The insured uses, generates or produces the "pollutant".

15. "Professional incident":

a. Means any act, error, or omission arising out of the providing of or failing to provide "professional services" by:

- (1) An insured;
- (2) An "employee" of an insured;
- (3) Any person acting under an insured's personal direction, control or supervision;
- (4) Any person for whose acts an insured is legally liable; and

b. For purposes of determining what we will pay under this coverage:

- (1) All injury resulting from a series of acts or omissions in rendering "professional services" to one person; or
- (2) All injury arising out of or in connection with the continuous or repeated exposure to substantially the same conditions,

shall be considered as arising from one "professional incident" regardless of the time frame over which such "professional incidents" or injury occur. A "professional incident" shall be deemed to have taken place when the earliest "professional incident" in a related series as described in Paragraph 15.b.(1) or (2) first took place.

16. "Professional services" means:

- a. Activities in your capacity as a social services organization; or
- b. Activities in your capacity as a social services provider.

"Professional services" includes the furnishing, dispensing, or administration of Naloxone (or reasonably equivalent drug) used as permitted by applicable state or federal law in response to an opioid overdose.

17. "Suit" means a civil proceeding in which "damages" because of injury to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such "damages" are claimed and to which the insured must submit or does submit with our consent;
- b. Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

18. "Temporary worker" means a person who is hired to meet seasonal or short-term workload conditions other than a "temporary worker" furnished to you by a temporary staffing agency or any organization in the business of supplying "temporary workers" to others for a fee.

19. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

20. "Workplace" means that place and during such hours to which the "employee" sustaining injury was assigned by you, or any other person or entity acting on your behalf, to work on the date of injury.

SECTION VI - EXTENDED REPORTING PERIODS

1. Upon termination of this insurance for any reason, other than cancellation for non-payment of premium, we may provide one or more Extended Reporting Periods as described below.

2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They extend the "claims" reporting period.

3. Such Extended Reporting Periods will apply solely with respect to "claims" first made in accordance with **SECTION I - COVERAGE, 1. Insuring Agreement, b. and Exclusion s.**

Prior Known Incidents. Such "claims" must be reported to us prior to the expiration of the Extended Reporting Period.

4. A 60-day Basic Extended Reporting Period is automatically provided without additional charge.

The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance of this Coverage Part.

5. A Supplemental Extended Reporting Period is available, but only by endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, as set forth by Paragraph 4., ends.

The first Named Insured must give us a written request for this endorsement within 60 days of the termination of this insurance. The Supplemental Extended Reporting Period will not go into effect unless the insured pays the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

1. The exposure insured;
2. Previous types and amounts of insurance; and
3. Other related factors.

The additional premium will not exceed 200% of the expiring annual premium of this Coverage Part.

The endorsement shall set forth any terms that differ from the basic coverage form applicable to the Supplemental Extended Reporting Period.

If the Supplemental Extended Reporting Period endorsement is in effect, we will provide a Supplemental Aggregate Limit of Insurance described below, but only for "claims" first made in accordance with **SECTION I - COVERAGE, 1. Insuring Agreement, b.** and Exclusion **s. Prior Known Incidents** against any insured during our Extended Reporting Period.

The Supplemental Aggregate Limit of Insurance will be equal to the dollar amount shown in the Social Services Professional Liability Declarations for Aggregate Limit that is in effect at the end of the last "coverage term".

Any Extended Reporting Period will immediately terminate on the effective date and hour of any other insurance issued to you which replaces this insurance. If you notify us of the effective date of the other insurance, we will send you a refund of any pro rata unearned premium.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DEPARTMENT OF PROFESSIONAL REGULATION (DPR)
INVESTIGATIONS AND LICENSING BOARD DEFENSE
COVERAGE**

This endorsement modifies insurance provided under the following:

SOCIAL SERVICES PROFESSIONAL LIABILITY CLAIMS-MADE COVERAGE PART

Schedule

Limits of Insurance

Aggregate Expense Limit: \$100,000

A. SECTION I - COVERAGE is amended to include the following:

1. Insuring Agreement

d. Department of Professional Regulation (DPR) Investigations

(1) We will pay "investigation expenses" incurred by an insured who becomes the subject of a Department of Professional Regulation (DPR), or a similar state regulatory board, investigation. However, the amount we will pay for "investigation expenses" is limited as described in Section **B.** of this endorsement.

(2) This insurance applies to an investigation, as described in Paragraph **1.d.(1)** above, only if the investigation is commenced:

(a) Due to a "professional incident" that is insured under **SECTION I - COVERAGE, 1. Insuring Agreement** of this Coverage Part; and

(b) During the "coverage term".

No other obligation or liability to pay sums or perform acts or services is covered.

e. Licensing Board Defense

(1) We will reimburse you for the "defense expenses" you incur as a result of a "disciplinary proceeding" resulting directly from a "professional incident". We have no right or duty to defend you for

any such "disciplinary proceeding".

The amount we will pay for "defense expenses" is limited as described in Section **B.** of this endorsement.

No other obligation or liability to pay sums or perform acts or services is covered.

(2) This insurance applies to "defense expenses" covered hereunder only if:

(a) The "disciplinary proceeding" is the result of a "professional incident" that takes place in the "coverage territory"; and

(b) The "professional incident" takes place on or after the Retroactive Date, if any, shown in the Declarations and prior to the termination of this Coverage Part; and

(c) The "disciplinary proceeding" is first brought against any insured in accordance with Paragraph **e.(3)** below during the policy period or an Extended Reporting Period we may provide under **SECTION VI - EXTENDED REPORTING PERIODS.**

(3) Notice of a "disciplinary proceeding" or potential "disciplinary proceeding" resulting from a "professional incident" will be deemed to have been made at the earlier of the following times:

- (a) When an insured reports to us or another insurer, in writing, an incident or circumstance that may lead to a "disciplinary proceeding"; or
- (b) When notice of such "disciplinary proceeding" is received in writing by an insured or by us, whichever comes first.

2. Exclusions

This insurance does not apply to "investigation expenses" or "defense expenses" incurred and is limited to coverage provided by this endorsement:

a. Medicare or Medicaid

To defend an insured for any issues related to Medicare and/or Medicaid billing, including, but not limited to, allegations of billing errors or fraudulent billing.

- b. For **SECTION I - COVERAGE, 1.d. Department of Professional Regulation (DPR) Investigations ONLY**, the following exclusion applies:

Suspension or Revocation of License

Due to the suspension or revocation of an insured's license.

B. SECTION III - LIMITS OF INSURANCE is deleted in its entirety and replaced by the following with respect only to the insurance coverage afforded under this endorsement:

1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Investigations or "disciplinary proceedings" commenced; or
 - c. Persons or organizations commencing investigations or "disciplinary proceedings".
2. The Aggregate Expense Limit is the most we will pay for the sum of "investigation expenses" under **1.d. Department of Professional Regulation (DPR) Investigations** for all investigations or the most we will pay for the sum of "defense expenses" under **1.e. Licensing Board Defense** for all "disciplinary proceedings" to which this insurance applies.

The Limits of Insurance provided under this endorsement apply separately to the insuring

agreements described in **Section I - Coverage, 1. Insuring Agreement**.

The Limits of Insurance provided under this endorsement apply separately to each "coverage term".

C. SECTION IV - CONDITIONS is amended to include the following:

Duties in the Event of a Department of Professional Regulation (DPR) Investigation or Disciplinary Proceeding

You, and any other involved insured, must see to it that we receive written notice of any DPR investigation or "disciplinary proceeding" within 30 days after you, or any other insured, have received notice of a DPR investigation or "disciplinary proceeding".

D. SECTION V - DEFINITIONS is amended to include the following:

21. "Defense expenses" means:

- a. Reasonable fees, costs and expenses charged by attorneys or arbitrators retained or approved by us with regard to a "disciplinary proceeding" brought against you;
- b. All other reasonable and necessary fees, costs and expenses with our prior approval resulting from the investigation or "disciplinary proceeding"; and
- c. Up to \$750 per day for actual loss of earnings suffered by you as a result of your required attendance at a "disciplinary proceeding".

"Defense expenses" shall not include:

- (1) Payments made under **SECTION I - COVERAGE, 3. Supplementary Payments**;
 - (2) Salary charges of regular "employees" or officials of yours or fees and expenses of independent adjusters;
 - (3) Salaries, loss earnings, reimbursement for the insured's time or attendance required in any investigation, except as provided in Paragraph c. above;
 - (4) Other remuneration by or to any insured; or
 - (5) Fines or penalties resulting from a state or federal regulatory board investigation.
22. "Disciplinary proceedings" means a hearing or professional review conducted by any state or federal administrative agency, licensing or regulatory authority re-

sponsible for regulating your professional conduct.

23. "Investigation expenses" means:

- a.** Reasonable fees, costs and expenses charged by attorneys or arbitrators retained or approved by us for a Department of Professional Regulation (DPR), or similar state regulatory board, investigation brought against an insured;
- b.** All other reasonable and necessary fees, costs and expenses resulting from the investigation described in **a.** above; and
- c.** Up to \$750 per day for actual loss of earnings suffered by the insured under investigation because of time off from work while attending a Department of Professional Regulation (DPR), or similar state regulatory board, hearing.

"Investigation expenses" shall not include:

- (1)** Payments made under **SECTION I - COVERAGE, 3. Supplementary Payments;**
- (2)** Salary charges of regular "employees" or officials of ours or fees and expenses of independent adjusters;
- (3)** Salaries, loss of earnings, reimbursement for the insured's time or attendance required in any investigation except as provided in Paragraph **c.** above;
- (4)** Other remuneration by or to any insured; or
- (5)** Fines or penalties resulting from a Department of Professional Regulation (DPR), or similar state regulatory board, investigation.

All other terms and conditions of this Coverage Part remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEPARTMENT OF PROFESSIONAL REGULATION (DPR) INVESTIGATIONS AND LICENSING BOARD DEFENSE COVERAGE

This endorsement modifies insurance provided under the following:

SOCIAL SERVICES PROFESSIONAL LIABILITY COVERAGE PART

Schedule

Limits of Insurance

Aggregate Expense Limit: \$100,000

A. SECTION I - COVERAGE is amended to include the following:

1. Insuring Agreement

c. Department of Professional Regulation (DPR) Investigations

(1) We will pay "investigation expenses" incurred by an insured who becomes the subject of a Department of Professional Regulation (DPR), or a similar state regulatory board, investigation. However, the amount we will pay for "investigation expenses" is limited as described in Section **B.** of this endorsement.

(2) This insurance applies to an investigation, as described in Paragraph **1.c.(1)** above, only if the investigation is commenced:

(a) Due to a "professional incident" that is insured under **SECTION I - COVERAGE, 1. Insuring Agreement** of this Coverage Part; and

(b) During the "coverage term".

No other obligation or liability to pay sums or perform acts or services is covered.

d. Licensing Board Defense

(1) We will reimburse you for the "defense expenses" you incur as a result of a "disciplinary proceeding" resulting directly from a "professional incident". We have no right or duty to defend you for

any such "disciplinary proceeding".

The amount we will pay for "defense expenses" is limited as described in Section **B.** of this endorsement.

No other obligation or liability to pay sums or perform acts or services is covered.

(2) This insurance applies to "defense expenses" as described in Paragraph **1.d.(1)** covered hereunder only if:

(a) The "disciplinary proceeding" is the result of a "professional incident" that takes place in the "coverage territory"; and

(b) The earlier of the following first occurs during the "coverage term":

(1) The "disciplinary proceeding" resulting from the "professional incident" occurs; or

(2) The "disciplinary proceeding" resulting from the "professional incident" begins to occur.

2. Exclusions

This insurance does not apply to "investigation expenses" or "defense expenses" incurred and is limited to coverage provided by this endorsement:

a. Medicare or Medicaid

To defend an insured for any issues related to Medicare and/or Medicaid billing, including, but not limited to, allegations of billing errors or fraudulent billing.

b. For SECTION I - COVERAGE, 1.c. Department of Professional Regulation (DPR) Investigations ONLY, the following exclusion applies:

Suspension or Revocation of License

Due to the suspension or revocation of an insured's license.

B. SECTION III - LIMITS OF INSURANCE is deleted in its entirety and replaced by the following with respect only to the insurance coverage afforded under this endorsement:

1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Investigations or "disciplinary proceedings" commenced; or
 - c. Persons or organizations commencing investigations or "disciplinary proceedings".
2. The Aggregate Expense Limit is the most we will pay for the sum of "investigation expenses" under **1.c. Department of Professional Regulation (DPR) Investigations** for all investigations and the most we will pay for the sum of "defense expenses" under **1.d. Licensing Board Defense** for all "disciplinary proceedings" to which this insurance applies.

The Limits of Insurance provided under this endorsement apply separately to the insuring agreements described in **Section I - Coverage, 1. Insuring Agreement**.

The Limits of Insurance provided under this endorsement apply separately to each "coverage term".

C. SECTION IV - CONDITIONS is amended to include the following:

Duties in the Event of a Department of Professional Regulation (DPR) Investigation or Disciplinary Proceeding

You, and any other involved insured, must see to it that we receive written notice of any DPR investigation or "disciplinary proceeding" within 30 days after you, or any other insured, have received notice of a DPR investigation or "disciplinary proceeding".

D. SECTION V - DEFINITIONS is amended to include the following:

19. "Defense expenses" means:

- a. Reasonable fees, costs and expenses charged by attorneys or arbitrators retained or approved by us with regard to a "disciplinary proceeding" brought against you;
- b. All other reasonable and necessary fees, costs and expenses with our prior approval resulting from the investigation or "disciplinary proceeding"; and
- c. Up to \$750 per day for actual loss of earnings suffered by you as a result of your required attendance at a "disciplinary proceeding".

"Defense expenses" shall not include:

- (1) Payments made under **SECTION I - COVERAGE, 3. Supplementary Payments**;
 - (2) Salary charges of regular "employees" or officials of yours or fees and expenses of independent adjusters;
 - (3) Salaries, loss of earnings, reimbursement for the insured's time or attendance required in any investigation, except as provided in Paragraph c. above;
 - (4) Other remuneration by or to any insured; or
 - (5) Fines or penalties resulting from a state or federal regulatory board investigation.
- 20. "Disciplinary proceedings" means** a hearing or professional review conducted by any state or federal administrative agency, licensing or regulatory authority responsible for regulating your professional conduct.
- 21. "Investigation expenses" means:**
- a. Reasonable fees, costs and expenses charged by attorneys or arbitrators retained or approved by us for a Department of Professional Regulation (DPR), or similar state regulatory board, investigation brought against an insured;
 - b. All other reasonable and necessary fees, costs and expenses resulting from the investigation described in a. above; and
 - c. Up to \$750 per day for actual loss of earnings suffered by the insured under investigation because of time off

from work while attending a Department of Professional Regulation (DPR), or similar state regulatory board, hearing.

"Investigation expenses" shall not include:

- (1) Payments made under **SECTION I - COVERAGE, 3. Supplementary Payments;**
- (2) Salary charges of regular "employees" or officials of ours or fees and expenses of independent adjusters;

- (3) Salaries, loss of earnings, reimbursement for the insured's time or attendance required in any investigation except as provided in Paragraph **c.** above;
- (4) Other remuneration by or to any insured; or
- (5) Fines or penalties resulting from a Department of Professional Regulation (DPR), or similar state regulatory board, investigation.

All other terms and conditions of this Coverage Part remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PATIENT INFORMATION PRIVACY INCIDENT COVERAGE

This endorsement modifies insurance provided under the following:

DENTIST PROFESSIONAL LIABILITY COVERAGE FORM DENTIST PROFESSIONAL LIABILITY COVERAGE FORM CLAIMS-MADE

SCHEDULE

Information Privacy Incident Limit: \$25,000

- A. SECTION I - COVERAGES**, is amended to include the following:

PATIENT INFORMATION PRIVACY INCIDENT

1. Insuring Agreement

- a. We will pay on your behalf "defense expenses" you incur and "damages" you are legally obligated to pay due to the occurrence of an "information privacy incident". But:

- (1) The amount we will pay for "defense expenses" and "damages" is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- (2) Our duty to pay "defense expenses" and "damages" ends when we have used up the applicable limit of insurance.

No other obligation or liability to pay sums or perform acts or services is covered.

- b. This insurance applies to "defense expenses" and "damages" only if the "information privacy incident" takes place:

- (1) In the "coverage territory"; and
- (2) During the "coverage term".

2. Exclusions

We will not pay for "defense expenses" or "damages":

Excluded Under Coverage A.

Resulting from liability excluded under **COVERAGE A. PROFESSIONAL LIABILITY**.

- B.** For this endorsement only, **SECTION III - LIMITS OF INSURANCE** is amended to include the following:

The amount shown in the **Schedule** for **Information Privacy Incident Limit** on this endorsement is the most we will pay for all "defense expenses" and "damages" arising out of a single "information privacy incident".

- C.** For this endorsement only, **SECTION IV - CONDITIONS** is amended as follows:

Condition **2. Duties of the Insured in the Event of a Dental Incident, Claim or Suit** is amended to include the following:

You must see to it that we are notified promptly in writing of every claim made, investigation or disciplinary proceeding brought against you alleging an "information privacy incident" to which this insurance applies. All other provisions of the **Duties in the Event of a Dental Incident, Claim or Suit** Condition apply.

- D.** For this endorsement only, **SECTION V - DEFINITIONS** is amended to include the following:

"Defense expenses" means fees, costs or expenses incurred by us or by you, including reasonable fees charged by an attorney retained by you, with our written consent, to defend you in a civil investigation or disciplinary proceeding arising out of an "information privacy incident".

"Information privacy incident" means an act, error or omission by you which results in a breach or violation of U.S. federal and/or state statutes and regulations in connection with the care, custody and control of personally identifying financial or medical information of your patients in the scope of your "professional services". The laws for which breaches or violations are intended to be covered by this endorsement include, but are not limited to:

- (1) The Health Insurance Portability & Accountability Act of 1996 (HIPAA) including any amendments;
- (2) The Gramm-Leach-Bliley Act of 1999 (GLB) including any amendments; and

- (3) State laws directly related to privacy protection of patients. Any such act, error or omission together with all related acts, errors or omissions in connection with the care, custody and control of personally identifying, financial or medical information of your patients shall be considered one "information privacy incident" regardless of the time frame over which such "information privacy incidents" occur. An "information privacy incident" shall be deemed to have occurred in the "coverage term" in which the earliest related act, error or omission occurred.

- E. For this endorsement only, **SECTION V - DEFINITIONS**, "Damages" is deleted in its entirety and replaced by the following:

All other terms and conditions of this Coverage Part remain unchanged.

"Damages" means all monetary damages, including civil fines or penalties, which are payable because of injury to which this Coverage Part applies.

"Damages" does not include:

1. Criminal fines or penalties imposed by law;
2. Punitive or exemplary damages, the multiplied portion of multiplied damages;
3. Any amount for which you are not financially liable; or
4. Any award that is uninsurable under the law governing this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PATIENT INFORMATION PRIVACY INCIDENT COVERAGE

This endorsement modifies insurance provided under the following:

SOCIAL SERVICES PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Information Privacy Incident Limit: \$100,000

1. For this endorsement only, **SECTION I - COVERAGE, 1. Insuring Agreement**, Paragraph **a.** is amended to include the following:

We will pay on your behalf "defense expenses" and "damages" you are legally obligated to pay for an "information privacy incident".
2. For this endorsement only, **SECTION I - COVERAGE, 2. Exclusions**, is amended to include the following:
 - x. **Non-U.S. Law Breach or Violation**

Coverage provided by this endorsement will not apply or respond to a breach or violation of non-U.S. federal and/or state statutes and regulations, including, but not limited to, the European Union General Data Protection Regulation (GDPR).
3. For this endorsement only, the last paragraph of **SECTION III - LIMITS OF INSURANCE** is amended to include the following:

The amount shown in the **Schedule for Information Privacy Incident Limit** on this endorsement is the most we will pay for all claims arising out of a single "information privacy incident". The **Information Privacy Incident Limit** provided under this endorsement applies separately to each "coverage term".
4. For this endorsement only, **SECTION IV - CONDITIONS** is amended as follows:
 2. **Duties in the Event of Professional Incident, Claim or Suit** is amended to include the following:

You must see to it that we are notified promptly in writing of every claim made, investigation or disciplinary proceeding brought against you alleging an "information privacy incident" to which this insurance applies. All other provisions of the **Duties in the Event of Professional Incident, Claim or Suit** Condition apply.
5. For this endorsement only, **SECTION V - DEFINITIONS** is amended to include the following:
 - a. "Defense expenses" means fees, costs or expenses incurred by us or by you, including reasonable fees charged by an attorney retained by you, with our written consent, to defend you in a HIPAA civil investigation or disciplinary proceeding arising out of an "information privacy incident".
 - b. "Information privacy incident" means an act, error or omission by you which results in a breach or violation of U.S. federal and/or state statutes and regulations in connection with the care, custody and control of personal identifying financial or medical information of your patients in the scope of your "professional health care services". The laws for which breaches or violations are intended to be covered by this endorsement include, but are not limited to:
 - (1) The Health Insurance Portability & Accountability Act of 1996 (HIPAA) including any amendments;
 - (2) The Gramm-Leach-Bliley Act of 1999 (GLB) including any amendments; and
 - (3) State laws directly related to privacy protection of patients.
6. For this endorsement only, **SECTION V - DEFINITIONS, 14. "Professional services"** is amended to include the following:

"Professional services" means services performed by an insured:

 - c. In the failure to maintain the confidentiality and security of personal identifying financial or medical information of your patients in conformance with U.S. federal and/or state statutes and regulations.

"Professional services" also includes services performed by any person as a:

 - a. Member of a formal accreditation, standards review or equivalent professional

board or committee of the Named Insured; or

- b. Person charged with executing the directives of such board or committee.

Any such act or omission together with all related acts or omissions in the furnishing of such services to any one person shall be considered one "information privacy incident".

All other terms and conditions of this Coverage Part remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PATIENT INFORMATION PRIVACY INCIDENT COVERAGE

This endorsement modifies insurance provided under the following:

SOCIAL SERVICES PROFESSIONAL LIABILITY CLAIMS-MADE COVERAGE FORM

SCHEDULE

Information Privacy Incident Limit: \$100,000

1. For this endorsement only, **SECTION I - COVERAGE, 1. Insuring Agreement**, Paragraph **a.** is amended to include the following:

We will pay on your behalf "defense expenses" and "damages" you are legally obligated to pay for an "information privacy incident".
2. For this endorsement only, **SECTION I - COVERAGE, 2. Exclusions**, is amended to include the following:
 - y. **Non-U.S. Law Breach or Violation**

Coverage provided by this endorsement will not apply or respond to a breach or violation of non-U.S. federal and/or state statutes and regulations, including, but not limited to, the European Union General Data Protection Regulation (GDPR).
3. For this endorsement only, the last paragraph of **SECTION III - LIMITS OF INSURANCE** is amended to include the following:

The amount shown in the **SCHEDULE** for **Information Privacy Incident Limit** of this endorsement is the most we will pay for all "claims" arising out of a single "information privacy incident". The **Information Privacy Incident Limit** provided under this endorsement applies separately to each "coverage term".
4. For this endorsement only, **SECTION IV - CONDITIONS** is amended as follows:
 2. **Duties of the Insured in the Event of a Claim** is amended to include the following:

You must see to it that we are notified promptly in writing of every "claim" made, investigation or disciplinary proceeding brought against you alleging an "information privacy incident" to which this insurance applies. All other provisions of the **Duties of the Insured in the Event of a Claim** Condition apply.
5. For this endorsement only, **SECTION V - DEFINITIONS** is amended to include the following:
 - a. "Defense expenses" means fees, costs or expenses incurred by us or by you, including reasonable fees charged by an attorney retained by you, with our written consent, to defend you in a HIPAA civil investigation or disciplinary proceeding arising out of an "information privacy incident".
 - b. "Information privacy incident" means an act, error or omission by you which results in a breach or violation of U.S. federal and/or state statutes and regulations in connection with the care, custody and control of personal identifying financial or medical information of your patients in the scope of your "professional health care services". The laws for which breaches or violations are intended to be covered by this endorsement include, but are not limited to:
 - (1) The Health Insurance Portability & Accountability Act of 1996 (HIPAA) including any amendments;
 - (2) The Gramm-Leach-Bliley Act of 1999 (GLB) including any amendments; and
 - (3) State laws directly related to privacy protection of patients.
6. For this endorsement only, **SECTION V - DEFINITIONS, 16. "Professional services"** is amended to include the following:

"Professional services" means services performed by an insured:

 - c. In the failure to maintain the confidentiality and security of personal identifying financial or medical information of your patients in conformance with U.S. federal and/or state statutes and regulations.

"Professional services" also includes services performed by any person as a:

 - a. Member of a formal accreditation, standards review or equivalent professional

board or committee of the Named Insured; or

- b. Person charged with executing the directives of such board or committee.

Any such act or omission together with all related acts or omissions in the furnishing of such services to any one person shall be considered one "information privacy incident".

All other terms and conditions of this Coverage Part remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - SCHEDULED MEDICAL PROFESSIONALS WITH VICARIOUS LIABILITY

This endorsement modifies insurance provided under the following:

ALLIED HEALTH PROFESSIONAL LIABILITY COVERAGE FORM
HEALTH CARE FACILITIES PROFESSIONAL LIABILITY COVERAGE FORM
HEALTH CARE FACILITIES PROFESSIONAL LIABILITY COVERAGE FORM CLAIMS-MADE
HOSPICE PROFESSIONAL LIABILITY COVERAGE FORM
HOSPICE PROFESSIONAL LIABILITY COVERAGE FORM CLAIMS-MADE
SOCIAL SERVICES PROFESSIONAL LIABILITY COVERAGE FORM
SOCIAL SERVICES PROFESSIONAL LIABILITY COVERAGE FORM CLAIMS-MADE

A. SECTION II - WHO IS AN INSURED is amended to include the following:

Irrespective of their relationship to you, no person listed in the **SCHEDULE** of this endorsement is an insured with respect to their rendering or failing to render "professional services" or "professional health care services".

B. If not otherwise defined in the policy, "professional health care services" shall mean services performed by an insured to care for your client including:

1. The providing or dispensing of food, beverages, medications or medical supplies or appliances in connection with such services;

2. Medical and mental health services;

3. Social and religious services; or

4. The handling or treatment of dead bodies, including autopsies, organ donation, or other procedures on dead bodies.

"Professional health care services" also includes services performed by any person as a:

1. Member of a formal accreditation, standards review, or equivalent professional board or committee of the Named Insured; or

2. Person charged with executing the directives of such board or committee.

SCHEDULE

Name of Person

Title or position

Authorized Signature
(of a Principal, Partner or Officer)

Date

C. SECTION I - COVERAGE, 2. Exclusions, Miscellaneous Professional is amended by adding or replacing the following exclusion:

This insurance does not apply to:

Miscellaneous Professional

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of the furnishing or failure to furnish professional services by an attorney, architect, engineer, accountant, real estate or investment manager, "physician", dentist, anesthesiologist, nurse anesthetist, nurse midwife, x-ray therapist, radiologist, chiropractor, optometrist, or veterinarian.

However, with respect to you and your "employees" only, this exclusion does not apply to vicarious liability you incur from services performed by a "physician", dentist, or optometrist, provided that all of the following conditions are met:

- a. Such professional is not your "employee"; and
- b. You have written confirmation of malpractice insurance covering such professional with limits of at least \$1,000,000 for each instance of malpractice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLINIC ENDORSEMENT - PREGNANCY CENTER

This endorsement modifies insurance provided under the following:

**SOCIAL SERVICES PROFESSIONAL LIABILITY COVERAGE PART
SOCIAL SERVICES PROFESSIONAL LIABILITY CLAIMS-MADE COVERAGE PART**

SECTION I - COVERAGE, 2. Exclusions, m. Medical Facility is deleted in its entirety and replaced by the following:

This insurance does not apply to:

m. Medical Facility

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of the operation of any hospital, sanatorium, "medical clinic", or any other medical facility or laboratory.

However, it is agreed that this exclusion will not apply to the operation(s) of a Pregnancy Center. All other eligibility requirements for the Social Services program remain applicable.

State:	District of Columbia	First Filing Company:	The Cincinnati Casualty Company, ...
TOI/Sub-TOI:	11.0 Med Mal-Claims Made and Occurrence/11.0000 Med Mal Sub-TOI Combinations		
Product Name:	Division Seven - Professional Liability		
Project Name/Number:	/C PRO 34199		

Supporting Document Schedules

Bypassed - Item:	Readability Certificate
Bypass Reason:	Not a PPA only filing.
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Consulting Authorization
Bypass Reason:	Not a 3rd party filing.
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	For Reference Only
Comments:	
Attachment(s):	IA4422DC_10-18 FOR REFERENCE ONLY.pdf
Item Status:	
Status Date:	

Satisfied - Item:	Forms Track Comparison
Comments:	
Attachment(s):	C_PRO_34199 Combined MM.pdf
Item Status:	
Status Date:	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISTRICT OF COLUMBIA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

**CINCINNATI CYBER DEFENSE™ COVERAGE PART
CINCINNATI DATA DEFENDER™ COVERAGE PART
CINCINNATI NETWORK DEFENDER™ COVERAGE PART
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
CONTRACTOR'S ERRORS AND OMISSIONS COVERAGE PART - CLAIMS-MADE
CONTRACTORS' LIMITED POLLUTION LIABILITY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
EMPLOYEE BENEFIT LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART
EXCESS LIABILITY COVERAGE PART
GOLF COURSE CHEMICAL APPLICATION LIMITED LIABILITY COVERAGE PART
HOLE-IN-ONE COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MACHINERY AND EQUIPMENT COVERAGE PART
MANUFACTURER'S ERRORS AND OMISSIONS COVERAGE PART - CLAIMS-MADE
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE**

- A.** Paragraph 2. of the **Cancellation** Common Policy Condition is deleted in its entirety and replaced by the following:

We may cancel this policy by mailing or delivering to the first Named Insured shown in the Declarations written notice of cancellation at least 30 days before the effective date of cancellation. At least five days before sending notice to the first Named Insured, we will notify the agent or broker, if any, who wrote the policy.

If this policy has been in effect for 30 days or less and is not a renewal of a policy we issued, we may cancel this policy for any reason.

If this policy has been in effect more than 30 days, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

1. You have refused or failed to pay a premium due under the terms of the policy;
2. You have made a material and willful misstatement or omission of fact to us or our employees, agents or brokers in connection with any application to or claim against us;

3. You have transferred your property or other interest to a person other than you or your beneficiary, unless the transfer is permitted under the terms of the policy; or
4. The property, interest or use of the property or interest has materially changed with respect to its insurability.

- B.** The following is added:

NONRENEWAL

1. We may elect not to renew this policy by mailing or delivering written notice of nonrenewal to the first Named Insured shown in the Declarations at least 30 days prior to:
 - a. The expiration date of this policy; or
 - b. The anniversary date of this policy, if the policy is written for a term of more than one year.

At least five days before sending notice to the first Named Insured, we will notify the agent or broker, if any, who wrote the policy. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

NOTICE: THIS INSURANCE COVERAGE CONTAINS CLAIMS MADE COVERAGE. EXCEPT AS MAY BE OTHERWISE PROVIDED HEREIN, THIS INSURANCE IS LIMITED TO INJURY ARISING FROM A "PROFESSIONAL INCIDENT" FOR WHICH "CLAIMS" ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. PLEASE READ AND REVIEW THIS INSURANCE CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR AGENT.

SOCIAL SERVICES PROFESSIONAL LIABILITY CLAIMS-MADE COVERAGE FORM

TABLE OF CONTENTS

Coverage Part Provision:	Begins on Page:
Preamble.....	3
SECTION I - COVERAGE.....	3
1. Insuring Agreement.....	3
2. Exclusions.....	3
a. Abuse or Molestation	3
b. Aircraft, Auto or Watercraft.....	3
c. Asbestos	3
d. Contractual Liability	3
e. Discrimination	4
f. Dishonest, Criminal or Malicious Acts	4
g. Drugs and Medical Supplies	4
h. Electronic Data	4
i. Employer's Liability	4
j. Employment-Related Practices	4
k. Infringement of Intellectual Property Rights.....	4
l. Insured Versus Insured	4
m. Medical Facility	4
n. Miscellaneous Professional.....	4
o. Nuclear	5
p. Other Operations	5
q. Pollutant.....	5
r. Pollutant-Related	5
s. Prior Known Incidents.....	5
t. Professional Board or Committee.....	5
u. Psychiatrist.....	5
v. Violation of an Antitrust Law	5
w. War	5
x. Workers' Compensation and Similar Laws	6
3. Supplementary Payments	6
SECTION II - WHO IS AN INSURED.....	6
SECTION III - LIMITS OF INSURANCE	7
SECTION IV - CONDITIONS	7
1. Bankruptcy.....	7
2. Duties of the Insureds in the Event of a Claim	7
3. Governmental Immunity	7
4. Legal Action Against Us	7
5. Mediation and Allocation	7
6. Multi-Year Policies.....	8
7. Other Insurance	8
8. Premium Audit	8
9. Separation of Insureds.....	8

TABLE OF CONTENTS (Cont'd)

Coverage Part Provision:	Begins on Page:
10. Transfer of Rights of Recovery Against Others to Us	8
11. Two or More Coverage Forms or Policies Issued by Us	8
12. Representations	9
13. When We Do Not Renew	9
SECTION V - DEFINITIONS	9
1. "Claim"	9
2. "Client"	9
3. "Coverage term"	9
4. "Coverage territory"	9
5. "Damages"	9
6. "Electronic data"	9
7. "Employee"	9
8. "Executive officer"	9
9. "Independent Contractor"	9
10. "Leased worker"	9
11. "Loss"	9
12. "Medical clinic"	10
13. "Physician"	10
14. "Pollutant"	10
15. "Professional incident"	10
16. "Professional services"	10
17. "Suit"	10
18. "Temporary worker"	10
19. "Volunteer worker"	10
20. "Workplace"	10
SECTION VI - EXTENDED REPORTING PERIODS.....	10

SOCIAL SERVICES PROFESSIONAL LIABILITY CLAIMS-MADE COVERAGE FORM

Various provisions in this Coverage Part restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and what is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERAGE

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as "damages" due to injury caused by a "professional incident". We will have the right and duty to defend the insured against any "claim" seeking those "damages". However, we will have no duty to defend the insured against any "claim" seeking "damages" to which this insurance does not apply. We may at our discretion, investigate any "professional incident" and negotiate the settlement of any "claim" that may result. But:

- (1) The amount we will pay for "damages" is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- (2) We will not settle or compromise any "claim" without the insured's written consent; and
- (3) Our right and duty to defend ends when we have used the applicable limit of insurance in the payment of a "loss".

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SECTION I - COVERAGE, Paragraph 3. Supplementary Payments**.

- b. This insurance applies to "claims" covered hereunder only if:
 - (1) The injury is caused by a "professional incident" that takes place in the "coverage territory";
 - (2) The "professional incident" takes place on or after the Retroactive Date,

if any, shown in the Declarations and prior to the termination of this Coverage Part; and

- (3) The "claim" is first made against any insured in accordance with Paragraph **1.c.** below during the policy period or an Extended Reporting Period we may provide under **SECTION VI - EXTENDED REPORTING PERIODS**.

- c. A "claim" for all "loss" because of an injury caused by a "professional incident" will be deemed to have been made at the earlier of the following times:

- (1) When an insured reports to us or another insurer in writing an incident or circumstance that may lead to a "claim"; or
- (2) When notice of such "claim" is received in writing by an insured or by us, whichever comes first.

2. Exclusions

This insurance does not apply to:

a. Abuse or Molestation

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual, alleged or threatened abuse or molestation of any person.

b. Aircraft, Auto or Watercraft

Injury arising out of the ownership, maintenance, operation, use, entrustment, loading or unloading of any motor vehicle, trailer, watercraft, or aircraft.

c. Asbestos

Injury arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

d. Contractual Liability

Any liability for which the insured is obligated to pay "damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "damages" that the insured would have in the absence of the contract or agreement.

e. Discrimination

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving discrimination, based on race, color, religion,

sex, age, national origin, creed, disability, marital status or sexual preference.

f. Dishonest, Criminal or Malicious Acts

Acts, errors or omissions of any insured that are dishonest, criminal or malicious.

g. Drugs and Medical Supplies

Any "claim" arising out of, directly or indirectly resulting from or in consequence of the failure to prescribe or the prescription, utilization, furnishing, or dispensing of drugs or medical, dental, or nursing supplies or appliances, except as directed by a "physician", physician assistant, nurse, or a psychologist as permitted under state law, and in the normal practice as a human services organization provider.

h. Electronic Data

"Damages" arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

i. Employer's Liability

Injury to:

- (1) An "employee" of the insured sustained in the "workplace";
- (2) An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or
- (3) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraphs (1) or (2) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

j. Employment-Related Practices

Injury to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote,

reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of injury to that person at whom any of the employment-related practices described in Paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

k. Infringement of Intellectual Property Rights

Any liability arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

l. Insured Versus Insured

Any "claim" made or brought by any insured against any other insured.

m. Medical Facility

Any "claim" arising out of the operation of any hospital, sanatorium, "medical clinic", or any other medical facility or laboratory.

n. Miscellaneous Professional

Any "claim" arising out of the furnishing or failure to furnish "professional services" by an attorney, architect, engineer, accountant, real estate or investment manager, "physician", dentist, anesthesiologist, nurse anesthetist, nurse midwife, x-ray therapist, radiologist, chiropractor, chiropractor, optometrist, or veterinarian.

However, with respect to you and your "employees" only, this exclusion does not apply to services performed by a "physician", dentist, or optometrist, provided that all of the following conditions are met:

- a. Such professional is not your "employee" or "volunteer worker"; and
- b. You have written confirmation of malpractice insurance covering such professional with limits of at least \$1,000,000 for each instance of malpractice.

o. Nuclear

Any liability based upon, arising out of, directly or indirectly resulting from or in

consequence of, or in any way involving the hazardous properties, including radioactive, toxic or explosive properties, of any nuclear material. Nuclear material means any source material, special nuclear material, or by-product materials as those terms are defined under the Atomic Energy Act of 1954 or any amendments thereto.

p. Other Operations

The ownership, maintenance, use or repair of any property, or the conduct of any business enterprise that is wholly or partly owned, operated, or managed by any insured either individually or as executor, administrator, trustee, receiver, or in any other fiduciary capacity.

q. Pollutant

Injury arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time.

r. Pollutant-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

s. Prior Known Incidents

Any "claim" based upon, arising out of, or as a consequence of, any actual or alleged "professional incident" committed, attempted, or allegedly committed or attempted prior to the effective date of this Coverage Part if:

- (1) Notice of a "claim" or circumstances which may lead to a "claim" have been reported under any previous policy, whether or not coverage applied, of which this Coverage Part is a renewal or replacement or which it may succeed in time; or
- (2) The insured knew or should have reasonably foreseen, prior to the effective date of the first consecutive Coverage Part issued by us, that such

circumstances might be the basis of a "claim" or

- (3) Notice of a "claim" or circumstances which may lead to a "claim" is based upon, arises out of, directly or indirectly results from or as a consequence of, or in any way involves any prior or pending litigation, arbitration or administrative action as of the effective date of the first consecutive Coverage Part issued to the insured by us.

t. Professional Board or Committee

Any "claim" arising out of membership in a formal accreditation or similar professional board or committee or any hospital or professional society.

u. Psychiatrist

Any "claim" arising out of the "professional services" of any psychiatrist. However, with respect to you only, this exclusion does not apply to services performed by a psychiatrist if you have written confirmation of malpractice insurance covering such individual with limits of at least \$1,000,000 for each instance of malpractice.

v. Violation of an Antitrust Law

Any "claim" arising out of the violation of an antitrust law.

w. War

Injury, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

x. Workers' Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

3. Supplementary Payments

We will pay, with respect to any "claim" we investigate, settle, or defend:

- a. All expenses we incur.
- b. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim", including actual loss of earnings up to \$750 per day because of time off from work.
- c. The cost of any appeal bond, attachment bond, or any similar bond, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- e. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable limit of insurance. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest that is based on the period of time after the offer.
- f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

- 1. The Named Insured listed in the Declarations is an insured.
- 2. Each of the following is also an insured, but only with respect to the conduct of your organization and arising out of their duties related to the conduct thereof:
 - a. If you are organized as:
 - (1) A sole proprietorship, you and your spouse;
 - (2) A partnership or joint venture, your members or partners;
 - (3) A limited liability company, your members and managers.; or
 - (4) An organization other than a partnership, joint venture or limited liability company, your:
 - (a) "Executive officers" and directors; and
 - (b) Stockholders, but only with respect to their liability as stockholders,

but only for the negligent acts, errors or omissions of others. However, none of the foregoing are insureds with respect to "professional services" they furnish.

- b. The legal representative of an insured who dies is an insured, but only with respect to their duties as such. That representative will have all of the rights and duties of the deceased insured under this Coverage Part.
- c. Your "volunteer worker", student in training, "independent contractor", or "employee".

However, no "employee" or "independent contractor" is an insured for injury or damage:

- (1) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your organization;
- (2) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph c.(1) above; or
- (3) For which there is any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury described in Paragraphs c.(1) or (2) above.

- d. Your medical director, if they do not otherwise qualify as an "employee" or "volunteer worker".

However, your medical director is not an insured with respect to liability arising from their treatment, or consultation on the treatment, of individual persons.

- 3. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Social Services Professional Liability Declarations

and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
 - b. "Claims" made or "suits" brought; or
 - c. Persons or organizations making "claims" or bringing "suits".
2. The Aggregate Limit is the most we will pay for all "loss" to which this insurance applies.
 3. The Each Professional Incident Limit is the most we will pay for all "loss" arising out of any one "professional incident".
 4. Any "claim" which is made or maintained as a class action or other multiple plaintiff "suit" shall be deemed to arise from one "professional incident" and shall be subject to the Each Professional Incident Limit of Insurance shown in the Social Services Professional Liability Declarations.
 5. In the event this Coverage Part is extended in accordance with the provisions of the Basic Extended Reporting Period, our total liability shall not exceed the Aggregate Limit shown in the Social Services Professional Liability Declarations for the last "coverage term" in which coverage is provided hereunder.

The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

SECTION IV - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties of the Insured in the Event of a Claim

As a condition precedent to coverage under this Coverage Part:

- a. You shall give us written notice as soon as practicable of any "claim" made against an insured for injury caused by a "professional incident" and shall give such information and cooperation as we may reasonably require, including but not limited to a description of the "claim", the nature of the alleged "professional incident", the nature of the alleged injury, the names of the claimants, and the manner in which you first became made aware of the "claim".
- b. You shall provide us with all information, assistance and cooperation which we reasonably request and agree that in the event of a "claim" you will do nothing that may prejudice our position or our potential or actual rights of recovery.
- c. You shall not settle any "claim", incur any expense or otherwise assume any

contractual obligation or admit any liability with respect to any "claim" without our written consent, which shall not be unreasonably withheld. We shall not be liable for any settlement, expense, assumed obligation or admission to which we have not consented.

3. Governmental Immunity

If you are a public institution, you may be entitled to Governmental Immunity. This Coverage Part does not constitute a waiver of any charitable or governmental immunity to which you are entitled.

4. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b. To sue us under this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on final judgment against an insured obtained after an actual trial; but we will not be liable for "damages" that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Mediation and Allocation

- a. Any dispute including but not limited to tort claims or contract claims between an insured and us arising out of or relating to this Coverage Part shall be submitted to mediation prior to commencement of an action between the parties. The mediator shall be chosen by agreement. If the parties cannot agree upon a mediator, the mediator shall be chosen by the American Arbitration Association.
- b. If both "loss" covered by this Coverage Part and loss not covered by this Coverage Part are incurred, either because a "claim" against an insured includes both covered and uncovered matters or because a "claim" is made against both an insured and others, we and the insured shall use our best efforts to agree upon a fair and proper allocation of such amount between covered "loss" and uncovered loss.
- c. If we and the insured cannot agree as to matters in Paragraph **b.** of this condition prior to a judgment or finding in the civil or administrative proceeding dealing with

"claims" against the insured, then such matters shall be included in the civil or administrative proceeding by submitting special interrogatories to the finder of fact in such proceedings. We will not be required to become a party to such civil or administrative proceedings.

- d. Notwithstanding Paragraph **c.** of this condition, if we and the insured cannot agree as to matters in Paragraph **b.** of this condition prior to a judgment or finding in any civil or administrative proceeding in which such issues are decided, we may at any time before or after mediation under Paragraph **a.** of this condition settle all "claims" against any or all insureds. Following such settlement, any dispute between us and the insured as to the proper allocation of covered and uncovered matters under Paragraph **b.** of this condition shall be submitted to mediation prior to the commencement of an action between the parties. In any event, only one mediation as to the same issues shall be required.

6. Multi-Year Policies

If this Coverage Part is issued for more than one year, the premium shall be computed annually based on our rates or premiums in effect at each anniversary.

7. Other Insurance

This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

8. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If:
 - (1) The earned premium is less than the deposit premium, we will return the excess to the first Named Insured; or
 - (2) The earned premium is greater than the deposit premium, the difference will be due and payable to us by the first Named Insured upon notice from us.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

9. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a "claim" is made.

10. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

11. Two or More Coverage Forms or Policies Issued by Us

If this Coverage Part or any other Coverage Form, Coverage Part or policy issued to you by us or any company affiliated with us apply to the same act, error or omission, the aggregate maximum Limit of Insurance under all the Coverage Forms, Coverage Parts or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form, Coverage Part or policy. This condition does not apply to any Coverage Form, Coverage Part or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Part.

12. Representations

By accepting this Coverage Part:

- a. The insureds agree that the application is attached to and forms a part of this Coverage Form;
- b. Each and every person who accepts the benefits of coverage as an insured agrees:
 - (1) That the statements are the insured's agreements and representations; and
 - (2) That the statements are accurate and complete; and
 - (3) That the policy is issued and continued on the reliance upon the truth of those representations.

13. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Claim" means a written demand for "damages", and includes a "suit".
2. "Client" means a person or organization served by or utilizing the services of your organization or served by or utilizing the services of your "independent contractor" when that "independent contractor" is performing duties on your behalf for the "client".
3. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:
 - a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:
 - (1) The day the policy period shown in the Declarations ends; or
 - (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.
 - b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".
4. "Coverage territory" means anywhere in the world, provided the original "claim" is brought within the United States of America, its territories or possessions, Puerto Rico or Canada.
5. "Damages" means all compensatory monetary damages, including damages for death, which are payable because of injury to which this Coverage Part applies.

However, "damages" shall not include civil or criminal fines or penalties imposed by law, punitive or exemplary damages, the multiplied portion of multiplied damages, any amount for which an insured is not financially liable, or any

award that is uninsurable under the law governing this Coverage Part

6. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
7. "Employee" includes a "leased worker". "Employee" also includes a "temporary worker".
8. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
9. "Independent contractor" means a social service professional who you do not classify as an "employee", and to whom you refer "clients" or who provide services to your "clients" on your behalf. An independent contractor does not include those performing construction, weatherization, maintenance and related services.
10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".
11. "Loss" means the total amount of "damages" which the insured becomes legally obligated to pay on account of any "claim" for injury caused by a "professional incident" with respect to which coverage hereunder applies, including "damages", judgments and settlements.
12. "Medical clinic" means any medical facility open to the general public. A medical clinic does not include facilities operated solely for the treatment of your "clients", for whom you provide "professional services".
13. "Physician" does not include your medical director for acts or omissions related to the conduct of your organization.
14. "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:

- a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
- b. The insured uses, generates or produces the "pollutant".

15. "Professional incident":

- a. Means any act, error, or omission arising out of the providing of or failing to provide "professional services" by:

- (1) An insured;
- (2) An "employee" of an insured;
- (3) Any person acting under an insured's personal direction, control or supervision;
- (4) Any person for whose acts an insured is legally liable; and

- b. For purposes of determining what we will pay under this coverage:

- (1) All injury resulting from a series of acts or omissions in rendering "professional services" to one person; or
- (2) All injury arising out of or in connection with the continuous or repeated exposure to substantially the same conditions,

shall be considered as arising from one "professional incident" regardless of the time frame over which such "professional incidents" or injury occur. A "professional incident" shall be deemed to have taken place when the earliest "professional incident" in a related series as described in Paragraph ~~43~~15.b.(1) or (2) first took place.

16. "Professional services" means:

- a. Activities in your capacity as a social services organization; or
- b. Activities in your capacity as a social services provider.

"Professional services" includes the furnishing, dispensing, or administration of Naloxone (or reasonably equivalent drug) used as permitted by applicable state or federal law in response to an opioid overdose.

17. "Suit" means a civil proceeding in which "damages" because of injury to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such "damages" are claimed and to which the insured must submit or does submit with our consent;
- b. Any other alternative dispute resolution proceeding in which such "damages" are

claimed and to which the insured submits with our consent; or

- c. An appeal of a civil proceeding.

18. "Temporary worker" means a person who is hired to meet seasonal or short-term workload conditions other than a "temporary worker" furnished to you by a temporary staffing agency or any organization in the business of supplying "temporary workers" to others for a fee.

19. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

20. "Workplace" means that place and during such hours to which the "employee" sustaining injury was assigned by you, or any other person or entity acting on your behalf, to work on the date of injury.

SECTION VI - EXTENDED REPORTING PERIODS

1. Upon termination of this insurance for any reason, other than cancellation for non-payment of premium, we may provide one or more Extended Reporting Periods as described below.

2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They extend the "claims" reporting period.

3. Such Extended Reporting Periods will apply solely with respect to "claims" first made in accordance with **SECTION I - COVERAGE, 1. Insuring Agreement, b. and Exclusion s. Prior Known Incidents**. Such "claims" must be reported to us prior to the expiration of the Extended Reporting Period.

4. A 60-day Basic Extended Reporting Period is automatically provided without additional charge.

The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance of this Coverage Part.

5. A Supplemental Extended Reporting Period is available, but only by endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, as set forth by Paragraph 4., ends.

The first Named Insured must give us a written request for this endorsement within 60 days of the termination of this insurance. The Supplemental Extended Reporting Period will not go into effect unless the insured pays the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

1. The exposure insured;
2. Previous types and amounts of insurance; and
3. Other related factors.

The additional premium will not exceed 200% of the expiring annual premium of this Coverage Part.

The endorsement shall set forth any terms that differ from the basic coverage form applicable to the Supplemental Extended Reporting Period.

If the Supplemental Extended Reporting Period endorsement is in effect, we will provide a Supplemental Aggregate Limit of Insurance described below, but only for "claims" first made

in accordance with **SECTION I - COVERAGE, 1. Insuring Agreement, b. and Exclusion s. Prior Known Incidents** against any insured during our Extended Reporting Period.

The Supplemental Aggregate Limit of Insurance will be equal to the dollar amount shown in the Social Services Professional Liability Declarations for Aggregate Limit that is in effect at the end of the last "coverage term".

Any Extended Reporting Period will immediately terminate on the effective date and hour of any other insurance issued to you which replaces this insurance. If you notify us of the effective date of the other insurance, we will send you a refund of any pro rata unearned premium.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEPARTMENT OF PROFESSIONAL REGULATION (DPR) INVESTIGATIONS AND LICENSING BOARD DEFENSE COVERAGE

This endorsement modifies insurance provided under the following:

SOCIAL SERVICES PROFESSIONAL LIABILITY CLAIMS-MADE COVERAGE PART

Schedule

Limits of Insurance

Each Investigation	\$ 25,000
Aggregate <u>Expense Limit:</u>	\$100,000

- A. **SECTION I - COVERAGE** is amended to include the following:

1.1. Insuring Agreement

d. **Department of Professional Regulation (DPR) Investigations**—~~In-~~
~~suring Agreement~~

- (1) We will pay "investigation expenses" incurred by an insured who becomes the subject of a Department of Professional Regulation (DPR), or a similar state regulatory board, investigation. However, the amount we will pay for "investigation expenses" is limited as described in Section B. of this endorsement.
- (2) This insurance applies to an investigation, as described in Paragraph 1.~~a.~~d.(1) above, only if the investigation is commenced:
- (a) Due to a "professional incident" that is insured under **SECTION I - COVERAGE, 1. Insuring Agreement** of this Coverage Part; and
- (b) During the "coverage term".

No other obligation or liability to pay sums or perform acts or services is covered.

e. Licensing Board Defense

- (1) We will reimburse you for the "defense expenses" you incur as a result of a "disciplinary proceeding" resulting directly from a "professional incident". We have no

right or duty to defend you for any such "disciplinary proceeding".

The amount we will pay for "defense expenses" is limited as described in Section B. of this endorsement.

No other obligation or liability to pay sums or perform acts or services is covered.

- (2) This insurance applies to "defense expenses" covered hereunder only if:

(a) The "disciplinary proceeding" is the result of a "professional incident" that takes place in the "coverage territory"; and

(b) The "professional incident" takes place on or after the Retroactive Date, if any, shown in the Declarations and prior to the termination of this Coverage Part; and

(c) The "disciplinary proceeding" is first brought against any insured in accordance with Paragraph e.(3) below during the policy period or an Extended Reporting Period we may provide under **SECTION VI - EXTENDED REPORTING PERIODS.**

- (3) Notice of a "disciplinary proceeding" or potential "disciplinary proceeding" resulting from a "professional incident" will be deemed to

have been made at the earlier of the following times:

- (a) When an insured reports to us or another insurer, in writing, an incident or circumstance that may lead to a "disciplinary proceeding"; or
- (b) When notice of such "disciplinary proceeding" is received in writing by an insured or by us, whichever comes first.

2. Exclusions

This insurance does not apply to "investigation expenses" or "defense expenses" incurred and is limited to coverage provided by this endorsement:

a. Medicare or Medicaid

To defend an insured for any issues related to Medicare and ~~and~~ Medicaid billing, including, but not limited to, allegations of billing errors or fraudulent billing.

- ~~b.~~ b. For SECTION I - COVERAGE, 1.d. Department of Professional Regulation (DPR) Investigations ONLY, the following exclusion applies:

Suspension or Revocation of License

Due to the suspension or revocation of an insured's license.

B. SECTION III - LIMITS OF INSURANCE is deleted in its entirety and replaced by the following with respect only to the insurance coverage afforded under this endorsement:

- 1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Investigations or "disciplinary proceedings" commenced; or
- c. Persons or organizations commencing investigations or "disciplinary proceedings".

- ~~2. Subject to 3. below, the Each Investigation Limit is the most we will pay for the sum of "investigation expenses" under 1. d. Department of Professional Regulation (DPR) Investigations arising out of any one investigation.~~

- ~~3. The Aggregate~~ 2. The Aggregate Expense Limit is the most we will pay for the

sum of "investigation expenses" under **1.d. Department of Professional Regulation (DPR) Investigations** for all investigations or the most we will pay for the sum of "defense expenses" under 1.e. Licensing Board Defense for all "disciplinary proceedings" to which this insurance applies.

The Limits of Insurance provided under this endorsement apply separately to the insuring agreements described in **Section I - Coverage, 1. Insuring Agreement.**

The Limits of Insurance provided under this endorsement apply separately to each "coverage term".

C. SECTION IV - CONDITIONS is amended to include the following:

Duties in the Event of a Department of Professional Regulation (DPR) ~~Investigations~~ Investigation or Disciplinary Proceeding

You, and any other involved insured, must see to it that we receive written notice of any DPR investigation or "disciplinary proceeding" within 30 days after you, or any other insured, have received notice of a DPR investigation or "disciplinary proceeding".

D. SECTION V - DEFINITIONS is amended to include the following:

21. "Defense expenses" means:

- a. Reasonable fees, costs and expenses charged by attorneys or arbitrators retained or approved by us with regard to a "disciplinary proceeding" brought against you;
- b. All other reasonable and necessary fees, costs and expenses with our prior approval resulting from the investigation or "disciplinary proceeding"; and
- c. Up to \$750 per day for actual loss of earnings suffered by you as a result of your required attendance at a "disciplinary proceeding".

"Defense expenses" shall not include:

- (1) Payments made under **SECTION I - COVERAGE, 3. Supplementary Payments;**
- (2) Salary charges of regular "employees" or officials of yours or fees and expenses of independent adjusters;
- (3) Salaries, loss earnings, reimbursement for the insured's time or attendance required in any investigation, except as provided in Paragraph c. above;

(4) Other remuneration by or to any insured; or

(5) Fines or penalties resulting from a state or federal regulatory board investigation.

22. "Disciplinary proceedings" means a hearing or professional review conducted by any state or federal administrative agency, licensing or regulatory authority responsible for regulating your professional conduct.

23. "Investigation expenses" means:

- a.** Reasonable fees, costs and expenses charged by attorneys or arbitrators retained or approved by us for a Department of Professional Regulation (DPR), or similar state regulatory board, investigation brought against an insured;
- b.** All other reasonable and necessary fees, costs and expenses resulting from the investigation described in **a.** above; and
- c.** Up to \$750 per day for actual loss of earnings suffered by the insured

under investigation because of time off from work while attending a Department of Professional Regulation (DPR), or similar state regulatory board, hearing.

"Investigation expenses" shall not include:

- (1)** Payments made under **SECTION I - COVERAGE, 3. Supplementary Payments;**
- (2)** Salary charges of regular "employees" or officials of ours or fees and expenses of independent adjusters;
- (3)** Salaries, loss of earnings, reimbursement for the insured's time or attendance required in any investigation except as provided in Paragraph **c.** above;
- (4)** Other remuneration by or to any insured; or
- (5)** Fines or penalties resulting from a Department of Professional Regulation (DPR), or similar state regulatory board, investigation.

All other terms and conditions of this Coverage Part remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEPARTMENT OF PROFESSIONAL REGULATION (DPR) INVESTIGATIONS AND LICENSING BOARD DEFENSE COVERAGE

This endorsement modifies insurance provided under the following:

SOCIAL SERVICES PROFESSIONAL LIABILITY COVERAGE PART

Schedule

Limits of Insurance

Each Investigation	\$ 25,000
Aggregate <u>Expense Limit:</u>	\$100,000

- A. **SECTION I - COVERAGE** is amended to include the following:

1. Insuring Agreement

c. Department of Professional Regulation (DPR) Investigations

- (1) We will pay "investigation expenses" incurred by an insured who becomes the subject of a Department of Professional Regulation (DPR), or a similar state regulatory board, investigation. However, the amount we will pay for "investigation expenses" is limited as described in Section B. of this endorsement.
- (2) This insurance applies to an investigation, as described in Paragraph ~~1.a.c.(1)~~ 1.d.(1) above, only if the investigation is commenced:
- (a) Due to a "professional incident" that is insured under **SECTION I - COVERAGE, 1. Insuring Agreement** of this Coverage Part; and
- (b) During the "coverage term".

No other obligation or liability to pay sums or perform acts or services is covered.

d. Licensing Board Defense

- (1) We will reimburse you for the "defense expenses" you incur as a result of a "disciplinary proceeding" resulting directly from a "professional incident". We have no

right or duty to defend you for any such "disciplinary proceeding".

The amount we will pay for "defense expenses" is limited as described in Section B. of this endorsement.

No other obligation or liability to pay sums or perform acts or services is covered.

- (2) This insurance applies to "defense expenses" as described in Paragraph 1.d.(1) covered hereunder only if:

(a) The "disciplinary proceeding" is the result of a "professional incident" that takes place in the "coverage territory"; and

(b) The earlier of the following first occurs during the "coverage term":

(1) The "disciplinary proceeding" resulting from the "professional incident" occurs; or

(2) The "disciplinary proceeding" resulting from the "professional incident" begins to occur.

2. **Exclusions**

This insurance does not apply to "investigation expenses" or "defense expenses" incurred and is limited to coverage provided by this endorsement:

a. Medicare or Medicaid

To defend an insured for any issues related to Medicare and ~~and/or~~ Medicaid billing, including, but not limited to, allegations of billing errors or fraudulent billing.

~~b.~~ **b. For SECTION I - COVERAGE, 1.c. Department of Professional Regulation (DPR) Investigations ONLY, the following exclusion applies:**

Suspension or Revocation of License

Due to the suspension or revocation of an insured's license.

B. SECTION III - LIMITS OF INSURANCE is deleted in its entirety and replaced by the following with respect only to the insurance coverage afforded under this endorsement:

1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Investigations or "disciplinary proceedings" commenced; or
- c. Persons or organizations commencing investigations or "disciplinary proceedings".

~~2. Subject to 3. below, the Each Investigation 2. The Aggregate Expense Limit is the most we will pay for the sum of "investigation expenses" under 1.c. Department of Professional Regulation (DPR) Investigations arising out of any one investigation.~~

~~3. The Aggregate Limit is the most we will pay for the sum of "investigation expenses" under 1.c. Department of Professional Regulation (DPR) Investigations for all investigations and the most we will pay for the sum of "defense expenses" under 1.d. Licensing Board Defense for all "disciplinary proceedings" to which this insurance applies.~~

The Limits of Insurance provided under this endorsement apply separately to the insuring agreements described in Section I - Coverage, 1. Insuring Agreement.

The Limits of Insurance provided under this endorsement apply separately to each "coverage term".

C. SECTION IV - CONDITIONS is amended to include the following:

Duties in the Event of a Department of Professional Regulation (DPR) ~~Investigations~~ Investigation or Disciplinary Proceeding

You, and any other involved insured, must see to it that we receive written notice of any DPR investigation or "disciplinary proceeding" within 30 days after you, or any other insured, have received notice of a DPR investigation ~~or "disciplinary proceeding"~~.

D. SECTION V - DEFINITIONS is amended to include the following:

19. "Defense expenses" means:

- a. Reasonable fees, costs and expenses charged by attorneys or arbitrators retained or approved by us with regard to a "disciplinary proceeding" brought against you;
- b. All other reasonable and necessary fees, costs and expenses with our prior approval resulting from the investigation or "disciplinary proceeding"; and
- c. Up to \$750 per day for actual loss of earnings suffered by you as a result of your required attendance at a "disciplinary proceeding".

"Defense expenses" shall not include:

- (1) Payments made under SECTION I - COVERAGE, 3. Supplementary Payments;
- (2) Salary charges of regular "employees" or officials of yours or fees and expenses of independent adjusters;
- (3) Salaries, loss of earnings, reimbursement for the insured's time or attendance required in any investigation, except as provided in Paragraph c. above;
- (4) Other remuneration by or to any insured; or
- (5) Fines or penalties resulting from a state or federal regulatory board investigation.

20. "Disciplinary proceedings" means a hearing or professional review conducted by any state or federal administrative agency, licensing or regulatory authority responsible for regulating your professional conduct.

21. "Investigation expenses" means:

- a. Reasonable fees, costs and expenses charged by attorneys or arbitrators retained or approved by us for a Department of Professional Regulation (DPR), or similar state regulatory

board, investigation brought against an insured;

- b.** All other reasonable and necessary fees, costs and expenses resulting from the investigation described in **a.** above; and
- c.** Up to \$750 per day for actual loss of earnings suffered by the insured under investigation because of time off from work while attending a Department of Professional Regulation (DPR), or similar state regulatory board, hearing.

"Investigation expenses" shall not include:

- (1)** Payments made under **SECTION I - COVERAGE, 3. Supplementary Payments;**

- (2)** Salary charges of regular "employees" or officials of ours or fees and expenses of independent adjusters;
- (3)** Salaries, loss of earnings, reimbursement for the insured's time or attendance required in any investigation except as provided in Paragraph **c.** above;
- (4)** Other remuneration by or to any insured; or
- (5)** Fines or penalties resulting from a Department of Professional Regulation (DPR), or similar state regulatory board, investigation.

[All other terms and conditions of this Coverage Part remain unchanged.](#)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PATIENT INFORMATION PRIVACY INCIDENT COVERAGE

This endorsement modifies insurance provided under the following:

DENTIST PROFESSIONAL LIABILITY COVERAGE FORM DENTIST PROFESSIONAL LIABILITY COVERAGE FORM CLAIMS-MADE

SCHEDULE

Information Privacy Incident Limit: \$25,000

- A. SECTION I - COVERAGES**, is amended to include the following:

PATIENT INFORMATION PRIVACY INCIDENT

1. Insuring Agreement

- a. We will pay on your behalf "defense expenses" you incur and "damages" you are legally obligated to pay due to the occurrence of an "information privacy incident". But:

- (1) The amount we will pay for "defense expenses" and "damages" is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- (2) Our duty to pay "defense expenses" and "damages" ends when we have used up the applicable limit of insurance.

No other obligation or liability to pay sums or perform acts or services is covered.

- b. This insurance applies to "defense expenses" and "damages" only if the "information privacy incident" takes place:

- (1) In the "coverage territory"; and
- (2) During the "coverage term".

2. Exclusions

We will not pay for "defense expenses" or "damages":

Excluded Under Coverage A.

Resulting from liability excluded under **COVERAGE A. PROFESSIONAL LIABILITY**.

- B.** For this endorsement only, **SECTION III - LIMITS OF INSURANCE** is amended to include the following:

The amount shown in the **Schedule** for **Information Privacy Incident Limit** on this endorsement is the most we will pay for all "defense expenses" and "damages" arising out of a single "information privacy incident".

- C.** For this endorsement only, **SECTION IV - CONDITIONS** is amended as follows:

Condition **2. Duties of the Insured in the Event of a Dental Incident, Claim or Suit** is amended to include the following:

You must see to it that we are notified promptly in writing of every claim made, investigation or disciplinary proceeding brought against you alleging an "information privacy incident" to which this insurance applies. All other provisions of the **Duties in the Event of a Dental Incident, Claim or Suit** Condition apply.

- D.** For this endorsement only, **SECTION V - DEFINITIONS** is amended to include the following:

"Defense expenses" means fees, costs or expenses incurred by us or by you, including reasonable fees charged by an attorney retained by you, with our written consent, to defend you in a civil investigation or disciplinary proceeding arising out of an "information privacy incident".

"Information privacy incident" means an act, error or omission by you which results in a breach or violation of U.S. federal and/or state statutes and regulations in connection with the care, custody and control of personally identifying financial or medical information of your patients in the scope of your "professional ~~health-care~~ services". The laws for which breaches or violations are intended to be covered by this endorsement include, but are not limited to:

- (1) The Health Insurance Portability & Accountability Act of 1996 (HIPAA) including any amendments;
- (2) The Gramm-Leach-Bliley Act of 1999 (GLB) including any amendments; and
- (3) State laws directly related to privacy protection of patients. Any such act, error or

omission together with all related acts, errors or omissions in connection with the care, custody and control of personally identifying, financial or medical information of your patients shall be considered one "information privacy incident" regardless of the time frame over which such "information privacy incidents" occur. An "information privacy incident" shall be deemed to have occurred in the "coverage term" in which the earliest related act, error or omission occurred.

- E. For this endorsement only, **SECTION V - DEFINITIONS**, "Damages" is deleted in its entirety and replaced by the following:

All other terms and conditions of this Coverage Part remain unchanged.

"Damages" means all monetary damages, including civil fines or penalties, which are payable because of injury to which this Coverage Part applies.

"Damages" does not include:

1. Criminal fines or penalties imposed by law;
2. Punitive or exemplary damages, the multiplied portion of multiplied damages;
3. Any amount for which you are not financially liable; or
4. Any award that is uninsurable under the law governing this Coverage Part.